

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

<b>In re:</b>	:	<b>Chapter 11 Case No.</b>
	:	
<b>LEHMAN BROTHERS HOLDINGS INC., et al.,</b>	:	<b>08-13555 (JMP)</b>
	:	
<b>Debtors.</b>	:	<b>(Jointly Administered)</b>

**PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**LBN Holdings, L.L.C.**

Name of Transferee

**Goldman Sachs & Co.**

Name of Transferor

Name and Address where notices to transferee should be sent:

P.O. Box 1641  
New York, New York 10150  
E-mail: [lbn@lbn.myhostedsolution.net](mailto:lbn@lbn.myhostedsolution.net)  
Phone: N/A  
Last Four Digits of Acct #: N/A

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Attention: Andrew N. Rosenberg  
Phone: (212) 373-3158  
Facsimile: (212) 492-0158  
E-Mail: [arosenberg@paulweiss.com](mailto:arosenberg@paulweiss.com)

Name and Address where transferee payments should be sent (if different from above): N/A

Court Claim # (if known): 62743  
Total Claim Amount: \$633,921,237.46

Amount of Claim as Filed with respect to ISIN  
XS0326264917: \$5,697,600.00  
Amount of Claim as Filed with respect to ISIN  
XS0326264917 to be Transferred: \$5,697,600.00 (or  
100% of the Amount of Claim as Filed with respect  
to ISIN XS0326264917)

Allowed Amount of Claim with respect to ISIN  
XS0326264917: \$5,676,423.09  
Allowed Amount of Claim with respect to ISIN  
XS0326264917 to be Transferred: \$5,676,423.09 (or  
100% of the Allowed Amount of Claim with respect  
to ISIN XS0326264917)

Date Claim Filed: November 2, 2009

Court Claim # (if known): 62744  
Total Claim Amount: \$1,442,845,973.76

Amount of Claim as Filed with respect to ISIN  
XS0326264917: \$8,546,400.00  
Amount of Claim as Filed with respect to ISIN  
XS0326264917 to be Transferred: \$8,546,400.00 (or  
100% of the Amount of Claim as Filed with respect  
to ISIN XS0326264917)

Allowed Amount of Claim with respect to ISIN

XS0326264917: \$8,514,634.63

Allowed Amount of Claim with respect to ISIN

XS0326264917 to be Transferred: \$8,514,634.63 (or  
100% of the Allowed Amount of Claim with respect  
to ISIN XS0326264917)

Date Claim Filed: November 2, 2009

30 Hudson Street, 5<sup>th</sup> Floor

Jersey City, NJ 07302

Attention: Michelle Latzoni

Phone: (212) 934-3921

E-Mail: [gsd.link@gs.com](mailto:gsd.link@gs.com)

**\*\*PLEASE SEE ATTACHED EXHIBITS\*\***

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

**LBN HOLDINGS, L.L.C.**

By: \_\_\_\_\_



Transferee/Transferee's Agent

Andrew N. Rosenberg/Authorized Signatory

Date: April 16, 2013

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 & 3571.*

Exhibit A

Evidence of Transfer of Claim

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Goldman Sachs & Co. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to LBNV HOLDINGS, L.L.C. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 attached hereto (each a "Purchased Claim," and collectively, the "Purchased Claims"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller or Seller's predecessors in interest (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claims, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent of each Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claims and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), and (d), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim collectively include all of the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claims, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other general unsecured creditors of the same class and type as the Purchased Claims; (g) Seller has provided a true and correct copy of the Notice of Proposed Allowed Claim Amount (each, a "Notice") for each Proof of Claim to the extent and in the form received from Seller's predecessor in interest, and no action was undertaken by Seller with respect to any Notice; and (h) on or around April 4, 2013, Seller received the third distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "Third Distribution") and other than the Third Distribution, Seller has not received any payment or other distribution in full or partial satisfaction of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect

to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property on account of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses which result from Seller's breach of its representations and warranties made herein.

5. Seller shall (a) promptly (but in any event no later than three (3) business days after the date of this Agreement and Evidence of Transfer) remit the Third Distribution to Purchaser, and (b) promptly (but in any event no later than three (3) business days after receipt) remit to Purchaser any payments, distributions, proceeds or notices (other than notices publicly available or sent directly to Purchaser) received by Seller after the date of this Agreement and Evidence of Transfer of Claim on account of the Transferred Claims. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.


6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 11th day of April 2013.

GOLDMAN SACHS & CO.

By:   
Name: **Jeremiah Keefe**  
Title: **Managing Director**

30 Hudson Street, 5th Floor  
Jersey City, NJ 07302  
Attn: Michelle Latzoni  
Email: [gsd.link@gs.com](mailto:gsd.link@gs.com)  
Tel: (212)934-3921

LBVN HOLDINGS, L.L.C.

By: \_\_\_\_\_  
Name: Andrew N. Rosenberg  
Title: Authorized Signatory

P.O. Box 1641  
New York, NY 10150  
E-mail: [lbvn@lbvn.myhostedsolution.net](mailto:lbvn@lbvn.myhostedsolution.net)

With a copy to:  
Andy Rosenberg  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Phone: 212-373-3125  
Fax: 212-492-0125


IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is  
executed this 11th day of April 2013.

**GOLDMAN SACHS & CO.**

By: \_\_\_\_\_  
Name:  
Title:

30 Hudson Street, 5th Floor  
Jersey City, NJ 07302  
Attn: Michelle Latzoni  
Email: gsd.link@gs.com  
Tel: (212)934-3921

**LBN HOLDINGS, L.L.C.**

By:   
Name: Andrew N. Rosenberg  
Title: Authorized Signatory

P.O. Box 1641  
New York, NY 10150  
E-mail: lbvn@lbvn.myhostedsolution.net

With a copy to:  
Andy Rosenberg  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Phone: 212-373-3125  
Fax: 212-492-0125



Schedule 1

Transferred Claims

Purchased Claims

1. 100% of Proof of Claim Number 58894 relating to ISIN XS0266833515 = USD 14,194,490.63 (in allowed amount);
2. 100% of Proof of Claim Number 63602 relating to ISIN XS0232364868 = USD 11,933,477.47 (in allowed amount);
3. 100% of Proof of Claim Number 62743 relating to ISIN XS0297183187 = USD 6,321,349.89 (in allowed amount);
4. 100% of Proof of Claim Number 62744 relating to ISIN XS0297183187 = USD 9,482,024.83 (in allowed amount);
5. 100% of Proof of Claim Number 46900 relating to ISIN XS0276438255 = USD 14,191,057.71 (in allowed amount);
6. 100% of Proof of Claim Number 62743 relating to ISIN XS0326264917 = USD 5,676,423.09 (in allowed amount);
7. 100% of Proof of Claim Number 62744 relating to ISIN XS0326264917 = USD 8,514,634.63 (in allowed amount);
8. 34.024244% of ISIN XS0342777371 = USD 4,074,095.71 (in allowed amount);
9. 50.218180% of ISIN XS0342777371 = USD 6,013,173.69 (in allowed amount);
10. 100% of Proof of Claim Number 58221 relating to ISIN XS0352310485 = USD 7,095,528.86 (in allowed amount);
11. 100% of Proof of Claim Number 63660 relating to ISIN XS0216921741 = USD 7,236,850.46 (in allowed amount);
12. 100% of Proof of Claim Number 62743 relating to ISIN XS0257988484 = USD 2,554,390.39 (in allowed amount);
13. 100% of Proof of Claim Number 62744 relating to ISIN XS0257988484 = USD 3,831,585.58 (in allowed amount);
14. 100% of Proof of Claim Number 46900 relating to ISIN XS0273044940 = USD 7,095,528.85 (in allowed amount);
15. 100% of Proof of Claim Number 50355 relating to ISIN XS0301316906 = USD 2,900,156.55 (in allowed amount);
16. 100% of Proof of Claim Number 50351 relating to ISIN XS0301316906 = USD 4,350,234.83 (in allowed amount);

Schedule 1-1

772551v.4 153/05435

17. 100% of Proof of Claim Number 49737 relating to ISIN XS0272317131 = USD 7,095,529.00 (in allowed amount);  
18. 100% of Proof of Claim Number 55829 relating to ISIN XS0334382065 = USD 5,179,736.07 (in allowed amount).


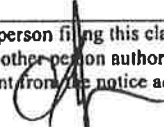
Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount	Third Distribution Amount
1.	58894	XS0266833515	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 10,000,000.00	USD 14,194,490.63	\$436,667.23
2.	63602	XS0232364868	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 8,000,000.00	USD 11,933,477.47	\$367,111.35
3.	62743	XS0297183187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 4,000,000.00	USD 6,321,349.89	\$194,464.62
4.	62744	XS0297183187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 6,000,000.00	USD 9,482,024.83	\$291,696.95
5.	46900	XS0276438255	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 10,000,000.00	USD 14,191,057.71	\$436,561.63
6.	62743	XS0326264917	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 4,000,000.00	USD 5,676,423.09	\$174,624.65
7.	62744	XS0326264917	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 6,000,000.00	USD 8,514,634.63	\$261,936.98
8.	58980	XS0342777371	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,807,000.14	USD 4,074,095.71	\$125,332.00
9.	58982	XS0342777371	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 4,142,999.86	USD 6,013,173.69	\$184,984.15
10.	58221	XS0352310485	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,528.86	\$218,280.81
11.	63660	XS0216921741	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,236,850.46	\$222,628.30
12.	62743	XS0257988484	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,800,000.00	USD 2,554,390.39	\$78,581.08

13.	62744	XS0257988484	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,700,000.00	USD 3,831,585.58	\$117,871.64
14.	46900	XS0273044940	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,528.85	\$218,280.80
15.	50355	XS0301316906	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,000,000.00	USD 2,900,156.55	\$89,217.94
16.	50351	XS0301316906	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,000,000.00	USD 4,350,234.83	\$133,826.92
17.	49737	XS0272317131	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000,000.00	USD 7,095,529.00	\$218,280.80
18.	55829	XS0334382065	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,650,000.00	USD 5,179,736.07	\$159,344.98

Exhibit B

Proofs of Claim

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000062743 	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) <b>Elliot Associates, L.P.</b> <b>c/o Elliot Management Corporation</b> <b>712 5th Avenue, 35th Floor</b> <b>New York, N.Y. 10019</b> <b>NYMIDDLEOFFICE@ELLIOTMGMT.COM</b>		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: <b>10/30/09</b>	
Telephone number: <b>212 974 6000 x1310</b> Email Address: <b>M.STEPHAN@ELLIOTMGMT.COM</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above): Telephone number: _____ Email Address: _____			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ <b>633,921,237.46</b> (Required) <b>See attached schedule &amp; attached statement of claim.</b>			
<input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): _____ (Required) <b>See attached schedule</b>			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: _____ (Required) <b>See attached schedule</b>			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <b>see attached schedule</b> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY <b>FILED / RECEIVED</b> <b>NOV 02 2009</b> <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b>	
Date: <b>11/2/09</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**STATEMENT OF CLAIM**

**A. Amount of Claim**

In addition to the claim amounts specified otherwise, the claim includes interest and Claimant's out-of-pocket costs, including legal fees, in an amount that can not be currently calculated, but does not include additional amounts that may be claimed under applicable foreign law, or that may be asserted against other entities liable on such debt.

Claimant reserves the right to file other proofs of claim with respect to other claims Claimant may hold against Debtor. The amounts set forth herein are exclusive of other amounts owned to Claimant not based on Lehman Program Securities.

**B. Reservation of Rights**

Claimant expressly reserves the right to hereafter amend and/or supplement its Proof of Claim, at any time, in any manner, and for any purpose including, but not limited to, the fixing of or supplementation to the amount reflected herein, and to assert rights of setoff or recoupment in relation to amounts, if any, determined to be owing by Claimant to the Debtor. Except as stated hereinabove, all offsets and deductions have been taken into consideration in making this Proof of Claim.

Claimant's filing of this Proof of Claim is not, and shall not be deemed or construed as (a) a consent by Claimant to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case or contested matter against or otherwise involving Claimant; (b) a waiver or release of Claimant's right to trial by jury in the Bankruptcy Court or any other court in any proceeding involving any of the matters set forth herein or related hereto; (c) a consent by Claimant to a jury trial in the Bankruptcy Court or any other court in any other proceeding involving any of the matters set forth herein or related hereto; (d) a waiver or release of Claimant's right to have any non-core proceedings determined by the United States District Court under *de novo* review; (e) a waiver of Claimant's right to seek withdrawal of the United States District Court's referral of the Bankruptcy Case and/or any proceedings related to the Bankruptcy Case to the Bankruptcy Court; and/or (f) an election of remedies.

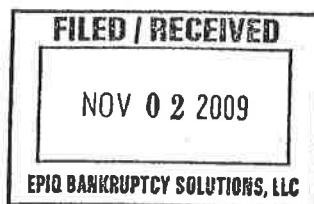
This Statement of Claim is expressly incorporated by reference into, and thereby made a part of, Claimant's Proof of Claim against the Debtor.

Fund	isin	Principal Amount of Bonds	Currency	FX Rate	Amount of Claim		BLOCKING REFERENCE NUMBER	EUROCLEAR ACCOUNT #	CLEARSTREAM ACCOUNT NUMB
ELLIOTT ASSOCIATES, L.P.	XS0330134007	6,800,000.00	AUD	0.8065	\$5,484,200.00	PLUS ACCRUED	6046237	90782	
ELLIOTT ASSOCIATES, L.P.	CH0027120663	1,359,000.00	CHF	1.1158	\$1,217,960.21	PLUS ACCRUED	6046245	90782	
ELLIOTT ASSOCIATES, L.P.	CH0027120671	433,000.00	CHF	1.1158	\$388,062.38	PLUS ACCRUED	6046244	90782	
ELLIOTT ASSOCIATES, L.P.	CH0026915527	7,365,000.00	CHF	1.1158	\$6,600,645.28	PLUS ACCRUED	6046241	90782	
ELLIOTT ASSOCIATES, L.P.	CH0026985082	10,470,000.00	CHF	1.1158	\$9,383,402.04	PLUS ACCRUED	6046238	90782	
ELLIOTT ASSOCIATES, L.P.	XS0213416141	40,000.00	EUR	1.4244	\$56,976.00	PLUS ACCRUED	6046198	90782	
ELLIOTT ASSOCIATES, L.P.	XS0224346592	5,580,000.00	EUR	1.4244	\$7,948,152.00	PLUS ACCRUED	6046199	90782	
ELLIOTT ASSOCIATES, L.P.	XS0307745744	3,850,000.00	EUR	1.4244	\$5,483,940.00	PLUS ACCRUED	6054682	90782	
ELLIOTT ASSOCIATES, L.P.	XS0252835110	17,120,000.00	EUR	1.4244	\$24,385,728.00	PLUS ACCRUED	6046201	90782	
ELLIOTT ASSOCIATES, L.P.	XS0257022714	9,180,000.00	EUR	1.4244	\$13,075,992.00	PLUS ACCRUED	6046233	90782	
ELLIOTT ASSOCIATES, L.P.	XS0326264917	4,000,000.00	EUR	1.4244	\$5,697,600.00	PLUS ACCRUED	6046232	90782	
ELLIOTT ASSOCIATES, L.P.	XS0128857413	400,000.00	EUR	1.4244	\$569,760.00	PLUS ACCRUED	6046230	90782	
ELLIOTT ASSOCIATES, L.P.	XS0282937985	3,950,000.00	EUR	1.4244	\$5,626,380.00	PLUS ACCRUED	6046229	90782	
ELLIOTT ASSOCIATES, L.P.	XS0254171191	8,450,000.00	EUR	1.4244	\$12,036,180.00	PLUS ACCRUED	6046227	90782	
ELLIOTT ASSOCIATES, L.P.	XS0272543900	2,600,000.00	EUR	1.4244	\$3,703,440.00	PLUS ACCRUED	6046226	90782	
ELLIOTT ASSOCIATES, L.P.	XS0300055547	13,200,000.00	EUR	1.4244	\$18,802,080.00	PLUS ACCRUED	6046225	90782	
ELLIOTT ASSOCIATES, L.P.	XS0214267923	6,800,000.00	EUR	1.4244	\$9,685,920.00	PLUS ACCRUED	6046223	90782	
ELLIOTT ASSOCIATES, L.P.	XS0288579260	2,350,000.00	EUR	1.4244	\$3,347,340.00	PLUS ACCRUED	6046222	90782	
ELLIOTT ASSOCIATES, L.P.	XS0193035358	800,000.00	EUR	1.4244	\$1,139,520.00	PLUS ACCRUED	6046221	90782	
ELLIOTT ASSOCIATES, L.P.	XS0183944643	13,600,000.00	EUR	1.4244	\$19,371,840.00	PLUS ACCRUED	6046220	90782	
ELLIOTT ASSOCIATES, L.P.	XS0213899510	14,000,000.00	EUR	1.4244	\$19,941,600.00	PLUS ACCRUED	6046219	90782	
ELLIOTT ASSOCIATES, L.P.	XS0293892419	92,000,000.00	EUR	1.4244	\$131,044,800.00	PLUS ACCRUED	6046217	90782	
ELLIOTT ASSOCIATES, L.P.	XS0209131001	2,000,000.00	EUR	1.4244	\$2,848,800.00	PLUS ACCRUED	6046212	90782	
ELLIOTT ASSOCIATES, L.P.	XS0215760777	12,000,000.00	EUR	1.4244	\$17,092,800.00	PLUS ACCRUED	6046211	90782	
ELLIOTT ASSOCIATES, L.P.	XS0300113841	1,200,000.00	EUR	1.4244	\$1,709,280.00	PLUS ACCRUED	6046210	90782	
ELLIOTT ASSOCIATES, L.P.	XS0285045943	4,000,000.00	EUR	1.4244	\$5,687,600.00	PLUS ACCRUED	6046209	90782	
ELLIOTT ASSOCIATES, L.P.	XS0126813053	32,204,000.00	EUR	1.4244	\$45,871,377.60	PLUS ACCRUED	6046208	90782	
ELLIOTT ASSOCIATES, L.P.	XS0315504323	60,000,000.00	EUR	1.4244	\$85,464,000.00	PLUS ACCRUED	6046206	90782	
ELLIOTT ASSOCIATES, L.P.	XS0313100678	800,000.00	EUR	1.4244	\$1,139,520.00	PLUS ACCRUED	6046205	90782	
ELLIOTT ASSOCIATES, L.P.	XS0218304458	16,000.00	EUR	1.4244	\$22,790.40	PLUS ACCRUED	6046204	90782	
ELLIOTT ASSOCIATES, L.P.	XS0274127009	935,000.00	EUR	1.4244	\$1,331,814.00	PLUS ACCRUED	6046203	90782	
ELLIOTT ASSOCIATES, L.P.	XS0210433206	370,000.00	EUR	1.4244	\$527,028.00	PLUS ACCRUED	6046202	90782	
ELLIOTT ASSOCIATES, L.P.	XS0163559841	82,000.00	EUR	1.4244	\$116,800.80	PLUS ACCRUED	6046201	90782	
ELLIOTT ASSOCIATES, L.P.	XS0268043709	140,000.00	EUR	1.4244	\$199,416.00	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	XS0257988484	1,800,000.00	EUR	1.4244	\$2,563,920.00	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	XS0257101856	84,000.00	EUR	1.4244	\$119,649.60	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	CH0027120669	209,000.00	EUR	1.4244	\$297,699.60	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	CH0027120697	66,000.00	EUR	1.4244	\$94,010.40	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	CH0027120747	99,000.00	EUR	1.4244	\$138,591.20	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	CH0027120754	8,000.00	EUR	1.4244	\$11,395.20	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	XS0297183187	4,000,000.00	EUR	1.4244	\$5,697,600.00	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	XS0317422771	200,000.00	EUR	1.4244	\$284,880.00	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	XS0321455312	1,200,000.00	EUR	1.4244	\$1,709,280.00	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	XS0321451246	1,200,000.00	EUR	1.4244	\$1,709,280.00	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	XS0317422425	400,000.00	EUR	1.4244	\$569,760.00	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	XS0362467150	5,950,000.00	GBP	1.7998	\$10,708,810.00	PLUS ACCRUED	6046200	90782	
ELLIOTT ASSOCIATES, L.P.	XS0299141332	3,000,000.00	GBP	1.7998	\$5,399,400.00	PLUS ACCRUED	6046200	90782	

ELLIOTT ASSOCIATES, L.P.	XS0226127784	400,000.00	GBP	1.7998	\$719,920.00	PLUS ACCRUED	6046215	90782
ELLIOTT ASSOCIATES, L.P.	XS0323526854	440,000.00	GBP	1.7998	\$791,912.00	PLUS ACCRUED	6046214	90782
ELLIOTT ASSOCIATES, L.P.	XS0317416880	400,000.00	GBP	1.7998	\$719,920.00	PLUS ACCRUED	6046240	90782
ELLIOTT ASSOCIATES, L.P.	XS0324058865	60,000,000.00	ILS	3.559	\$16,858,668.17	PLUS ACCRUED	6046216	90782
ELLIOTT ASSOCIATES, L.P.	XS0366684073	158,760,000.00	MXN	10.7423	\$14,778,957.95	PLUS ACCRUED	6046218	90782
ELLIOTT ASSOCIATES, L.P.	XS0262983264	32,000,000.00	SGD	1.4254	\$22,449,838.64	PLUS ACCRUED	6046207	90782
ELLIOTT ASSOCIATES, L.P.	XS0329609449	80,000,000.00	USD	1	\$80,000,000.00	PLUS ACCRUED	6046224	90782
ELLIOTT ASSOCIATES, L.P.	XS0223109926	1,260,000.00	USD	1	\$1,260,000.00	PLUS ACCRUED	6046247	90782
ELLIOTT ASSOCIATES, L.P.	CH0027120705	24,000.00	USD	1	\$24,000.00	PLUS ACCRUED		
					\$633,921,237.46	PLUS ACCRUED		
						TOTAL	SEME//5403484726081610	




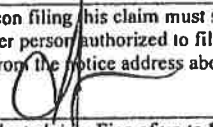
H  
A  
N  
D  
  
D  
E  
L  
I  
V  
E  
R  
Y



NC  
RECEIVED BY:

DATE

4:20e  
TIME

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000062744  <b>THIS SPACE IS FOR COURT USE ONLY</b>	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) <i>Elliot International, L.P.</i> <i>c/o Elliott Management Corporation</i> <i>712 5th Avenue, 35th Floor</i> <i>New York, N.Y. 10019</i> Telephone number: <i>212 974 6000 x1310</i>		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: <i>10/30/09</i>	
Email Address: <i>NYMIDDLEOFFICE@ELLIOTMGMT.COM</i> <i>M.STEPHAN@ELLIOTMGMT.COM</i> Name and address where payment should be sent (if different from above): Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <i>1,442,845,973.76</i> (Required) <i>See attached schedule &amp; attached statement of claim.</i></p> <p><input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): _____ (Required) <i>See attached schedule</i></p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: _____ (Required) <i>See attached schedule</i></p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: _____ (Required) <i>See attached schedule</i></p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 1px solid black; padding: 5px; text-align: center;"><b>FILED / RECEIVED</b>  NOV 02 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
Date: <i>11/2/09</i>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**STATEMENT OF CLAIM**

**A. Amount of Claim**

In addition to the claim amounts specified otherwise, the claim includes interest and Claimant's out-of-pocket costs, including legal fees, in an amount that can not be currently calculated, but does not include additional amounts that may be claimed under applicable foreign law, or that may be asserted against other entities liable on such debt.

Claimant reserves the right to file other proofs of claim with respect to other claims Claimant may hold against Debtor. The amounts set forth herein are exclusive of other amounts owned to Claimant not based on Lehman Program Securities.

**B. Reservation of Rights**

Claimant expressly reserves the right to hereafter amend and/or supplement its Proof of Claim, at any time, in any manner, and for any purpose including, but not limited to, the fixing of or supplementation to the amount reflected herein, and to assert rights of setoff or recoupment in relation to amounts, if any, determined to be owing by Claimant to the Debtor. Except as stated hereinabove, all offsets and deductions have been taken into consideration in making this Proof of Claim.

Claimant's filing of this Proof of Claim is not, and shall not be deemed or construed as (a) a consent by Claimant to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case or contested matter against or otherwise involving Claimant; (b) a waiver or release of Claimant's right to trial by jury in the Bankruptcy Court or any other court in any proceeding involving any of the matters set forth herein or related hereto; (c) a consent by Claimant to a jury trial in the Bankruptcy Court or any other court in any other proceeding involving any of the matters set forth herein or related hereto; (d) a waiver or release of Claimant's right to have any non-core proceedings determined by the United States District Court under *de novo* review; (e) a waiver of Claimant's right to seek withdrawal of the United States District Court's referral of the Bankruptcy Case and/or any proceedings related to the Bankruptcy Case to the Bankruptcy Court; and/or (f) an election of remedies.

This Statement of Claim is expressly incorporated by reference into, and thereby made a part of, Claimant's Proof of Claim against the Debtor.

Fund	ISIN	Principal Amount of Bonds	Currency	FX Rate	Amount of Claim	BLOCKING REFERENCE NUMBER	EUROCLEAR ACCOUNT #	CLEARSTREAM ACCOUNT NUMBER
ELLIOTT INTERNATIONAL, L.P.	XS0330134007	10,200,000.00	AUD	0.8065	\$8,226,300.00	PLUS ACCRUED	6046372	90782
ELLIOTT INTERNATIONAL, L.P.	CH0027120663	2,038,000.00	CHF	1.1158	\$1,826,492.20	PLUS ACCRUED	6046364	90782
ELLIOTT INTERNATIONAL, L.P.	CH0027120671	650,000.00	CHF	1.1158	\$582,541.67	PLUS ACCRUED	6046365	90782
ELLIOTT INTERNATIONAL, L.P.	CH0026815527	11,055,000.00	CHF	1.1158	\$9,907,689.55	PLUS ACCRUED	6046368	90782
ELLIOTT INTERNATIONAL, L.P.	CH0026850582	15,720,000.00	CHF	1.1158	\$14,086,546.33	PLUS ACCRUED	6046371	90782
ELLIOTT INTERNATIONAL, L.P.	CH0029197156	12,000,000.00	CHF	1.1158	\$10,754,615.52	PLUS ACCRUED	6052695	22449
ELLIOTT INTERNATIONAL, L.P.	XS0268529136	1,200,000.00	CHF	1.1158	\$1,075,461.55	PLUS ACCRUED	6052555	22449
ELLIOTT INTERNATIONAL, L.P.	XS0292529129	14,160,000.00	CHF	1.1158	\$12,690,446.32	PLUS ACCRUED	6052802	22449
ELLIOTT INTERNATIONAL, L.P.	XS0213416141	60,000.00	EUR	1.4244	\$85,464.00	PLUS ACCRUED	6046325	90782
ELLIOTT INTERNATIONAL, L.P.	XS0223436592	8,380,000.00	EUR	1.4244	\$11,936,472.00	PLUS ACCRUED	6046326	90782
ELLIOTT INTERNATIONAL, L.P.	XS0307745744	5,850,000.00	EUR	1.4244	\$8,332,740.00	PLUS ACCRUED	6054683	90782
ELLIOTT INTERNATIONAL, L.P.	XS0252835110	25,680,000.00	EUR	1.4244	\$36,578,592.00	PLUS ACCRUED	6046328	90782
ELLIOTT INTERNATIONAL, L.P.	XS0257022714	13,775,000.00	EUR	1.4244	\$19,621,110.00	PLUS ACCRUED	6046329	90782
ELLIOTT INTERNATIONAL, L.P.	XS026264917	6,000,000.00	EUR	1.4244	\$8,546,400.00	PLUS ACCRUED	6046330	90782
ELLIOTT INTERNATIONAL, L.P.	XS0128857413	600,000.00	EUR	1.4244	\$854,640.00	PLUS ACCRUED	6046331	90782
ELLIOTT INTERNATIONAL, L.P.	XS0282937985	6,000,000.00	EUR	1.4244	\$8,546,400.00	PLUS ACCRUED	6046332	90782
ELLIOTT INTERNATIONAL, L.P.	XS0254171191	12,790,000.00	EUR	1.4244	\$18,161,100.00	PLUS ACCRUED	6046334	90782
ELLIOTT INTERNATIONAL, L.P.	XS0272543900	3,900,000.00	EUR	1.4244	\$5,555,160.00	PLUS ACCRUED	6046335	90782
ELLIOTT INTERNATIONAL, L.P.	XS0300055547	19,800,000.00	EUR	1.4244	\$28,203,120.00	PLUS ACCRUED	6046336	90782
ELLIOTT INTERNATIONAL, L.P.	XS0214267923	10,200,000.00	EUR	1.4244	\$14,528,880.00	PLUS ACCRUED	6046338	90782
ELLIOTT INTERNATIONAL, L.P.	XS0286579280	3,600,000.00	EUR	1.4244	\$5,127,840.00	PLUS ACCRUED	6046339	90782
ELLIOTT INTERNATIONAL, L.P.	XS0193035358	1,200,000.00	EUR	1.4244	\$1,709,280.00	PLUS ACCRUED	6046340	90782
ELLIOTT INTERNATIONAL, L.P.	XS0183944643	19,722,000.00	EUR	1.4244	\$28,092,016.80	PLUS ACCRUED	6046341	90782
ELLIOTT INTERNATIONAL, L.P.	XS0213899510	21,000,000.00	EUR	1.4244	\$29,912,400.00	PLUS ACCRUED	6046342	90782
ELLIOTT INTERNATIONAL, L.P.	XS0293892419	138,000,000.00	EUR	1.4244	\$196,567,200.00	PLUS ACCRUED	6046344	90782
ELLIOTT INTERNATIONAL, L.P.	XS0209131001	3,000,000.00	EUR	1.4244	\$4,273,200.00	PLUS ACCRUED	6046348	90782
ELLIOTT INTERNATIONAL, L.P.	XS0215760777	18,000,000.00	EUR	1.4244	\$25,639,200.00	PLUS ACCRUED	6046349	90782
ELLIOTT INTERNATIONAL, L.P.	XS0300113841	1,800,000.00	EUR	1.4244	\$2,563,920.00	PLUS ACCRUED	6046350	90782
ELLIOTT INTERNATIONAL, L.P.	XS0285045943	6,000,000.00	EUR	1.4244	\$8,546,400.00	PLUS ACCRUED	6046351	90782
ELLIOTT INTERNATIONAL, L.P.	XS0126813053	48,305,000.00	EUR	1.4244	\$68,805,642.00	PLUS ACCRUED	6046352	90782
ELLIOTT INTERNATIONAL, L.P.	XS0315504323	90,000,000.00	EUR	1.4244	\$128,196,000.00	PLUS ACCRUED	6046353	90782
ELLIOTT INTERNATIONAL, L.P.	XS0313100678	1,200,000.00	EUR	1.4244	\$1,709,280.00	PLUS ACCRUED	6046355	90782
ELLIOTT INTERNATIONAL, L.P.	XS0218304458	24,000.00	EUR	1.4244	\$34,185.60	PLUS ACCRUED	6046356	90782
ELLIOTT INTERNATIONAL, L.P.	XS0274127009	1,405,000.00	EUR	1.4244	\$2,001,282.00	PLUS ACCRUED	6046357	90782
ELLIOTT INTERNATIONAL, L.P.	XS0210433206	555,000.00	EUR	1.4244	\$790,542.00	PLUS ACCRUED	6046358	90782
ELLIOTT INTERNATIONAL, L.P.	XS0163559841	122,000.00	EUR	1.4244	\$173,776.80	PLUS ACCRUED	6046359	90782
ELLIOTT INTERNATIONAL, L.P.	XS0268043709	210,000.00	EUR	1.4244	\$299,124.00	PLUS ACCRUED	6046360	90782
ELLIOTT INTERNATIONAL, L.P.	XS025798484	2,700,000.00	EUR	1.4244	\$3,845,880.00	PLUS ACCRUED	6046361	90782
ELLIOTT INTERNATIONAL, L.P.	XS0257101856	125,000.00	EUR	1.4244	\$178,050.00	PLUS ACCRUED	6046363	90782
ELLIOTT INTERNATIONAL, L.P.	CH0027120689	313,000.00	EUR	1.4244	\$445,837.20	PLUS ACCRUED	6046366	90782
ELLIOTT INTERNATIONAL, L.P.	CH0027120697	99,000.00	EUR	1.4244	\$141,015.60	PLUS ACCRUED	6046367	90782
ELLIOTT INTERNATIONAL, L.P.	CH0027120747	147,000.00	EUR	1.4244	\$209,386.80	PLUS ACCRUED	6046368	90782
ELLIOTT INTERNATIONAL, L.P.	CH0027120754	12,000.00	EUR	1.4244	\$17,092.80	PLUS ACCRUED	6046369	90782
ELLIOTT INTERNATIONAL, L.P.	XS0297183187	6,000,000.00	EUR	1.4244	\$8,546,400.00	PLUS ACCRUED	6046370	90782
ELLIOTT INTERNATIONAL, L.P.	XS031422771	300,000.00	EUR	1.4244	\$427,320.00	PLUS ACCRUED	6046373	90782
ELLIOTT INTERNATIONAL, L.P.	XS0321455312	1,800,000.00	EUR	1.4244	\$2,563,920.00	PLUS ACCRUED	6046374	90782
ELLIOTT INTERNATIONAL, L.P.	XS0321451246	1,800,000.00	EUR	1.4244	\$2,563,920.00	PLUS ACCRUED	6046375	90782
ELLIOTT INTERNATIONAL, L.P.	XS0317422425	600,000.00	EUR	1.4244	\$854,640.00	PLUS ACCRUED	6058887	90782
ELLIOTT INTERNATIONAL, L.P.	XS032606540	57,880,000.00	EUR	1.4244	\$82,444,272.00	PLUS ACCRUED	6046391	22642

ELLIOTT INTERNATIONAL, L.P.	XS0366330776	3,000,000.00	EUR	1.4244	\$4,273,200.00	PLUS ACCRUED	6046378	22642
ELLIOTT INTERNATIONAL, L.P.	XS0252834576	14,547,000.00	EUR	1.4244	\$20,720,746.80	PLUS ACCRUED	6046383	22642
ELLIOTT INTERNATIONAL, L.P.	XS0224346592	89,290,000.00	EUR	1.4244	\$127,184,676.00	PLUS ACCRUED	6046385	22642
ELLIOTT INTERNATIONAL, L.P.	XS0307745744	14,600,000.00	EUR	1.4244	\$20,796,240.00	PLUS ACCRUED	6046391	22642
ELLIOTT INTERNATIONAL, L.P.	XS0252835110	21,240,000.00	EUR	1.4244	\$30,254,256.00	PLUS ACCRUED	6046394	22642
ELLIOTT INTERNATIONAL, L.P.	XS0138439616	15,600,000.00	EUR	1.4244	\$22,220,640.00	PLUS ACCRUED	6046375	22642
ELLIOTT INTERNATIONAL, L.P.	XS0300055547	36,050,000.00	EUR	1.4244	\$51,349,620.00	PLUS ACCRUED	6046388	22642
ELLIOTT INTERNATIONAL, L.P.	XS0326006540	15,000,000.00	EUR	1.4244	\$21,366,000.00	PLUS ACCRUED	6052738	22449
ELLIOTT INTERNATIONAL, L.P.	XS0245046544	9,900,000.00	EUR	1.4244	\$14,101,560.00	PLUS ACCRUED	6052619	22449
ELLIOTT INTERNATIONAL, L.P.	XS0362467150	9,000,000.00	GBP	1.7998	\$16,198,200.00	PLUS ACCRUED	6046327	90782
ELLIOTT INTERNATIONAL, L.P.	XS0299141332	4,500,000.00	GBP	1.7998	\$8,099,100.00	PLUS ACCRUED	6046333	90782
ELLIOTT INTERNATIONAL, L.P.	XS0226127784	600,000.00	GBP	1.7998	\$1,079,880.00	PLUS ACCRUED	6046346	90782
ELLIOTT INTERNATIONAL, L.P.	XS0323526854	660,000.00	GBP	1.7998	\$1,167,868.00	PLUS ACCRUED	6046347	90782
ELLIOTT INTERNATIONAL, L.P.	XS0317416880	600,000.00	GBP	1.7998	\$1,079,880.00	PLUS ACCRUED	6046369	90782
ELLIOTT INTERNATIONAL, L.P.	XS0362467150	28,050,000.00	GBP	1.7998	\$50,484,390.00	PLUS ACCRUED	6046396	22642
ELLIOTT INTERNATIONAL, L.P.	XS0324058865	90,000,000.00	ILS	3.559	\$32,288,002.25	PLUS ACCRUED	6046345	90782
ELLIOTT INTERNATIONAL, L.P.	JP584117C768	400,000,000.00	JPY	104.65	\$3,822,264.69	PLUS ACCRUED	6052722	22449
ELLIOTT INTERNATIONAL, L.P.	JP584117A5A9	300,000,000.00	JPY	104.65	\$2,866,698.52	PLUS ACCRUED	6052692	22449
ELLIOTT INTERNATIONAL, L.P.	XS0366684073	238,140,000.00	MXN	10.7423	\$22,168,436.93	PLUS ACCRUED	6046343	90782
ELLIOTT INTERNATIONAL, L.P.	XS0262983264	48,000,000.00	SGD	1.4254	\$33,674,757.96	PLUS ACCRUED	6046354	90782
ELLIOTT INTERNATIONAL, L.P.	XS0268040192	15,000,000.00	USD	1.4254	\$10,523,361.86	PLUS ACCRUED	6052426	22449
ELLIOTT INTERNATIONAL, L.P.	XS0329609449	120,000,000.00	USD	1	\$120,000,000.00	PLUS ACCRUED	6046337	90782
ELLIOTT INTERNATIONAL, L.P.	XS0223109926	1,890,000.00	USD	1	\$1,890,000.00	PLUS ACCRUED	6046362	90782
ELLIOTT INTERNATIONAL, L.P.	CH0027120705	35,000.00	USD	1	\$35,000.00	PLUS ACCRUED	6052753	22449
ELLIOTT INTERNATIONAL, L.P.	XS0304156986	5,400,000.00	USD	1	\$5,400,000.00	PLUS ACCRUED		
TOTAL							SEME/7934992826081610	